

ADMINISTRATIVE AGREEMENT

This Administrative Agreement ("Agreement"), dated the 18 June 2010, is made between Theisinger & Probst Bauunternehmung GmbH ("T & P" or "Respondent") and the United States Department of the Air Force. As used herein, T & P means the limited liability company and all of its operating sectors, groups, divisions, units and wholly-owned subsidiaries, including those acquired or established during the term of this Agreement.

PREAMBLE

1. T & P is a German limited liability company engaged in providing construction services for civilian and military customers.

2. On November 27, 2009, T & P, was proposed for debarment from Government contracting and Government-approved subcontracting and from directly or indirectly receiving the benefits of federal assistance programs, pursuant to the procedures contained in the Federal Acquisition Regulations ("FAR") Subpart 9.4 and the Department of Defense FAR Supplement (DFARS) Subpart 209.4. The proposed debarment was based on price collusion and the use of source selection documents in connection with the offer submitted by T & P in response to RFP FA5613-08-R-0001. These acts constitute violations of the Certificate of Independent Price Determination, as executed by T & P, and also the Procurement Integrity Act, 41 U.S.C. § 423.

3. After considering the submissions in response to the proposed debarment, the Air Force debarred T & P for a period of 36 months, effective from November 26, 2009, the date of the proposed debarment, to November 26, 2012.

4. The Respondent has expressed interest in demonstrating that, notwithstanding the bases for the debarment, the Respondent can be trusted to deal fairly and honestly with the Government and that suspending or debarring the Respondent from future Government contracting is not necessary to protect the Government's interests in this case. T & P has agreed to keep in place its business ethics program, which was voluntarily adopted prior to the date of this Agreement, and to take other actions as specified herein to assure that T & P possesses the high degree of business honesty and integrity required of a Government contractor.

5. The Air Force and Respondent agree that FAR 9.406 provides a cause to debar the Respondent. The Air Force has further determined, however, that based upon information currently known to the Air Force, T & P's corrective actions as reflected in the terms and conditions of this Agreement provide adequate assurance that T & P's future dealings with the Government, if any, will be conducted responsibly, and that debarment of the Respondent is not necessary at this time to protect the Government's interests. The parties, therefore, agree to the terms and conditions set out below.

ARTICLES

1. **TERM.** The term of this Agreement shall be three years from the date the Agreement is signed by the Air Force, or, if the Air Force determines at any time during such three year period that T & P has ceased to be in full compliance with the letter and spirit of this Agreement, for a period of three years following reestablishment of full compliance as determined by the Air Force.

2. **EMPLOYEES.** The word employee(s) in this Agreement includes company officers, permanent, temporary, and contract employees, full-time and part-time employees, consultants.

3. **SELF-GOVERNANCE PROGRAM.** T & P has implemented and agrees to maintain a self-governance program that includes a business ethics program that covers all employees. The business ethics program shall be maintained so as to ensure that T & P and each of its employees maintains the business honesty and integrity required of a Government contractor and that T & P operates in strict compliance with all applicable laws, regulations, and the terms of any contract. T & P represents that the business ethics program includes the following components:

a. **CENTRAL, HIGH-LEVEL PROGRAM MANAGEMENT.** T & P has designated Mr. Frank Westenweller, Human Resources Manager, to be the T & P Ethics Officer. The Ethics Officer is responsible for managing all aspects of T & P's self-governance program.

b. **CODE OF BUSINESS ETHICS.** A written Ethics Guideline, referred to below as the "Code of Business Ethics", and Quality Control Handbook have been adopted by T & P. (See **Exhibits 1-2** respectively to this Agreement.) The Code of Business Ethics

has been circulated and signed by each employee of T & P. After reading the Code, each current employee will furthermore be instructed to sign in a register to be maintained by T & P and open to inspection by the Air Force, indicating that he or she has read and understood the Code. Thereafter, at least once in each calendar year, each then-current employee shall repeat the procedure of reading the Code and signing the register. As referenced in Article 6, the Code also includes a certification that must be signed annually.

c. ETHICS TRAINING FOR EXISTING EMPLOYEES: Training shall consist of live initial training in the T & P business ethics program for every T & P employee, plus, each year for each then-current employee, not less than one additional hour of live ethics training to be conducted by the T & P management. This yearly training shall be conducted by the employee's supervisor and the Ethics Officer. The supervisor will certify that the training took place.

d. ETHICS TRAINING FOR NEW EMPLOYEES: In addition, within 10 days of starting employment with T & P, new employees shall attend a training program, not less than one hour in length, administered by the employee's supervisor and the Ethics Officer, during which the terms and conditions of the Code of Business Ethics will be reviewed, and thereafter each new employee shall be required to read the Code and sign the register stating that he or she has read and understood the Code. The supervisor will certify that the training took place.

e. INFORMATION AND EDUCATION PROGRAM FOR MANAGERS. In addition to the programs detailed in subparagraphs c) and d), T & P has instituted and shall maintain an information and education program designed to assure that employees at the managerial level or higher, to include division heads and project managers, are aware of all applicable laws, regulations, and standards of business conduct that employees are expected to follow and the consequences both to the employee and to the company that will ensue from any violation of such measures.

This training will be conducted biannually by the Law Firm of Ax Schneider & Kollegen or other entity if approved in advance by the Air Force. The Managing Directors will certify that the training took place.

f. INDEPENDENT ETHICS CONSULTANT. T & P will engage the services of Prof. Dr. Knut Eming, or any other entity if approved in advance by the Air Force, to act as an independent ethics consultant. Prof. Eming shall perform the following:

(i) Meet with management at the offices of T & P within one month of executing this agreement to assess the current ethical business culture within T & P;

(ii) Meet with management at the offices of T & P for the purpose of setting a strategy for fostering the growth of a ethical business culture within T & P.

(iii) Prepare a report on the ethical business culture at T & P and recommend any changes deemed appropriate within four months of executing this agreement. T & P shall direct the independent ethics consultant to issue the report to T & P and to the Air Force without first discussing the proposed conclusions with T & P. A copy of which will be attached to the report submitted to the Air Force under Article 12.

(iv) Meet with management at the offices of T & P on a quarterly basis thereafter to review the ethical business culture within T & P and to develop strategies for improving the culture.

(v) Provide a yearly report in June of 2011 and 2012 on the status of the ethical business culture within T & P to the Air Force without consulting in advance with T & P on the results of the report.

g. LANGUAGES. All written materials and training related to the business ethics program will be provided in German and in any other language necessary to assure that each employee understands all elements of any written and oral presentation.

h. REPORTING AND INFORMATION RESOURCES. T & P has posted in prominent places accessible to each of its employees a notice giving the telephone numbers of T & P's ethics Officer and external attorneys and inviting confidential calls and/or reports of suspected misconduct, and stating the company's commitment to comply with all applicable laws and regulations in the conduct of its business. A copy of the notice is **Exhibit 3** to this Agreement. Upper management shall provide all employees of T & P with an update on a quarterly basis regarding the compliance and business ethics program and the importance of all employees supporting these programs.

4. PREFERRED SUBCONTRACTOR & SUPPLIER PROGRAM. T & P shall institute a Preferred Subcontractor & Supplier Program within 120 days of the effective date of this Agreement. The program shall be designed so as to in some manner reward its suppliers and subcontractors that have instituted and maintain compliance and values based ethics programs. In furtherance of this program and in conformance with § 4.1 of the Quality Handbook, T & P will developed a list of preferred subcontractors and suppliers. Companies included on this list shall have demonstrated their compliance with all legal requirements

(e.g., payment of taxes), and ethical standards, in addition to substantive competence and reliability in their field of specialty.

5. **PERFORMANCE STANDARDS.** Promotion of and adherence to the T & P Code of Business Ethics is an element of each manager and supervisor's written performance standards and each manager and supervisor is appraised annually in writing on his or her adherence to and promotion of T & P's business ethics program. T & P will submit, as a part of each report to the Air Force pursuant to Article 8, a statement by the Managing Directors that each manager and supervisor has been appraised on his or her adherence to and promotion of T & P's Code of Business Ethics. Moreover, T & P shall exercise reasonable efforts not to include as a principal (including any manager or supervisor) any individual whom due diligence would have exposed as having engaged in conduct that is in conflict with T & P's Code of Business Ethics and to take appropriate action to remove any individual from a principal, management, or supervisory position who engages in such conduct.

6. **ETHICS CERTIFICATES.** Each employee of T & P will be subject to an annual certification requirement to attest that he or she (a) has attended a live training session concerning the content and application of the company's business ethics program; (b) understands that strict adherence to the law, the Code of Business Ethics, and the principles of the business ethics program is a condition of employment; and (c) understands that T & P will take disciplinary action, including discharge, for any violation of law, the Code of Business Ethics, the principles of the business ethics program, or basic tenets of business honesty and integrity, of failure to take reasonable steps to prevent or detect improper conduct. The certificate used to fulfill this requirement is attached as **Exhibit 4**. T & P will submit, as a part of each report to the Air Force pursuant to Article 8, affirmation by the CEO that the certifications required by this Article are being maintained and that each then-current employee has provided a certification as required by this provision. The certificates shall be maintained and available for the Air Force's review and inspection during the life of this Agreement.

7. **CHIEF EXECUTIVE OFFICER RESPONSIBLE.** The Managing Directors of T & P shall be responsible for ensuring that Respondent establishes and maintains a business ethics program, that the Code of Business Ethics is maintained and updated as necessary, and providing for periodic audit of T & P's business practices, procedure, policies, and internal controls to ensure compliance with this Agreement, as provided hereunder. T & P's Ethics Officer shall report to the Managing Directors in person and in writing not less than quarterly concerning T & P's Code of Business Ethics program and compliance with this Agreement.

The Managing Directors shall take whatever actions are appropriate and necessary to ensure that T & P conducts its activities in compliance with the requirements of the law and sound business ethics. T & P shall provide to the Air Force copies of such written reports in accordance with Article 8.

8. **REPORTS.** At the end of the first complete calendar quarter following the execution of this Agreement, and each quarter thereafter (each respectively, "the reporting period"), the Managing Directors of T & P shall submit a written report to the Air Force describing the measures taken by T & P during the reporting period to implement the business ethics program and to ensure compliance with this Agreement. The reports shall be submitted in time to be received at the Air Force within 20 days of the end of the reporting period. Notwithstanding such requirements, the final report shall be submitted not later than one month prior to the final day of this Agreement. T & P's failure to meet these requirements on or before the dates agreed to shall constitute a breach of this Agreement. The reports shall include:

- a. Standards of conduct/ethics/compliance training conducted, subject matter covered, and the number and employment rank or status of persons who attended.
- b. Informal notifications or initiatives relating to the business ethics program.
- c. Information otherwise required by this Agreement.
- d. The initiation of and status of any ongoing investigation of, or legal proceedings involving T & P, including times, places, subject matter of search warrants, subpoenas, criminal charges, criminal or civil agreements, etc.
- e. A statement by the Managing Directors verifying that the register referenced in Article 3.b. is being maintained and that each employee has signed the register as required by this provision.
- f. A report identifying all calls made to or reports received by Respondent reporting alleged misconduct (regardless of subject matter), and any instances of suspected misconduct otherwise brought to the attention of

management during the preceding quarter. Such reports shall summarize the alleged facts of each matter, stating the date and source (generically identified only as employee, consultant, outsider, etc.), medium of the report, the date and nature of the reported conduct, type and results of any internal investigation, corrective and/or disciplinary action and date of feedback to the source of the information. Matters pending resolution at the time of a reporting period shall be reported each quarter until final resolution of the matter is reported. If Respondent has received no reports, T & P shall report that fact. For purposes of this Article 8(f), T & P may summarize the matters reported. The complete T & P files on each case, however, shall be made available to the Air Force upon request.

g. A statement of any problems or weakness identified in compliance audits, corrective actions proposed or initiated, and the status of any corrective action.

9. **MANAGEMENT.** The principal members of T & P's management on the date of execution of this Agreement by T & P are Messrs. Gerd Adrian - Managing Director, Manfred Hoffmann - Managing Director, and Frank Westenweller, Head of Human Resources and Ethics Officer. T & P agrees to notify the Air Force within one week if any of the principals leaves his or her current position and to provide the name of the successor to the Air Force upon appointment.

10. **LEGAL PROCEEDINGS.** T & P represents to the Air Force that, to the best of T & P's knowledge, T & P is not now under criminal or civil investigation by any Governmental entity. In addition to the periodic written reports required under Article 8, T & P shall notify the Air Force within two working days of the time T & P learns of (a) the initiation of any criminal or civil investigation by any federal, state, or local government entity involving allegations of Foreign Corrupt Practices Act, false statements, false claims, corruption, conflict of interest or anti-trust; (b) service of subpoenas by any such governmental entity, if T & P has reason to believe that it is a subject or target of the investigation, (c) service of search warrants and/or searches carried out in any T & P facility; (d) initiation of legal action against T & P, or any of its affiliated, employees, or agents by any entity alleging violations of the Foreign Corrupt Practices Act, false statements, false claims, corruption, conflict of interest, or anti-trust violations; or (e) criminal charges brought by any governmental entity against T & P or any of its affiliates, employees, or agents relating to the business of T & P. T & P shall provide to the Air Force as much information as necessary to allow the Air Force to

determine the impact of the investigative or legal activity upon the present responsibility of T & P for Government contracting. T & P shall cooperate fully with any Government agencies responsible for audits, investigations, or corrective actions.

11. **MEETING.** Between five and seven months after the effective date of this Agreement, and again no later than four months prior to the termination of this Agreement, the Managing Directors of T & P shall meet with the Air Force Deputy General Counsel for Contractor Responsibility or a designee to discuss implementation and compliance of this Agreement, and the status of the business ethics program.

12. **BUSINESS ETHICS PROGRAM REVIEW.** T & P represents that it has engaged an independent party that is acceptable to the Air Force to perform a review of T & P's compliance and business ethics program. T & P shall require the independent party to prepare, in consultation with Dr. Iming, a report for T & P evaluating T & P's compliance and business ethics program and recommending any changes that seem appropriate. T & P shall direct the independent party to issue the report to T & P and to the Air Force without first discussing its proposed conclusions with T & P. The report shall include as an attachment the report prepared by the independent ethics consultant as required by Article 3 (F)(iii). T & P shall provide T & P's action plan for implementing any recommended changes by either the independent party or the independent ethics consultant to the Air Force within one month following T & P's receipt of the report. This process shall be completed promptly so that T & P's action plan is furnished to the Air Force not later than four months after the effective date of this Agreement.

T & P shall cause a second such review of T & P's business ethics program to be conducted and a report to be prepared and submitted to the Air Force not later than 30 months after the effective date of this Agreement.

The parties acknowledge and agree that das ZfW Compliance Monitor GmbH may serve as the independent party for purposes of the review authorized under this Article. e.

13. **SELF-GOVERNANCE PROGRAM AUDIT.** At least once each calendar year, T & P shall conduct an internal audit of T & P's business practices, procedures, policies, and internal controls for compliance with this Agreement, the Code of Business Ethics, and the special requirements of Government contracting, with appropriate steps to design, implement, or modify the business ethics program as necessary to enhance the effectiveness of the program. The results of the audits (which will be done independently of

its Ethics Officer) shall be furnished to the Air Force with the reports submitted pursuant to Article 8.

14. **LIST OF AUDIT REPORTS.** In addition to audit reports elsewhere required by this Agreement, T & P agrees to provide the Air Force with a list of all internal and external audit reports, regardless of source, otherwise relating to T & P and either generated by or received by T & P during the reporting period covered by the current Article 8 report. T & P shall include in the list reports generated as a result of customer or Government surveys of T & P.

15. **REPORT OF MISCONDUCT.** In addition to the routine reports of misconduct required by Article 8.d, and any disclosure to the agency Office of the Inspector General and the contracting officer required by FAR.52.203-13, T & P shall report to the Air Force, within 15 days of discovery by management, any suspected misconduct that management has reasonable grounds to believe may constitute a violation of criminal or civil law. The misconduct to be reported pursuant to this Article includes misconduct by any person, including but not limited to, T & P, T & P's subcontractors, suppliers, and employees, as defined herein, and Government employees, when related to the conduct of T & P's business, and shall include misconduct disclosed to T & P from any source relating to T & P's business. T & P will investigate all reports of such misconduct that come to its attention and will notify the Air Force of the outcome of such investigations and any potential or actual impact on any aspect of T & P's Government business. T & P will include summary reports of the status of each such investigation to the Air Force in the reports submitted pursuant to Article 8 until each matter is finally resolved.

16. **LETTERS TO SUPPLIERS AND SUBCONTRACTORS.** T & P will distribute to every supplier and subcontractor to T & P a letter from its Managing Directors (1) emphasizing T & P's commitment to procurement integrity, (2) asking suppliers and subcontractors not to offer or give anything of value to T & P's employees, (3) stating that T & P employees are not allowed to give to or receive from T & P's suppliers anything of value, and (4) asking suppliers and subcontractors to report to T & P's ethics officer any improper or illegal activity by T & P employees. A copy of the letter is attached as **Exhibit 5**. A similar letter will be sent to all T & P suppliers and subcontractors each year in the month of November. A copy of each year's letter shall be furnished to the Air Force pursuant to Article 8.

17. **EMPLOYMENT OF SUSPENDED OR DEBARRED INDIVIDUALS.** T & P shall not knowingly employ, with or without pay, an individual who is under indictment, convicted, or listed by a Federal Agency as debarred, suspended, or otherwise ineligible for Federal

programs. In order to carry out the policy, T & P shall make reasonable inquiry into the status of any potential employee or consultant. Such reasonable inquiry shall include, at a minimum, review of the General Services Administration's ("GSA") List of Parties Excluded from Federal Procurement and Nonprocurement Programs as maintained by GSA on the internet. T & P's policy does not require T & P to terminate the employment of individuals who are indicted or become suspended or are proposed for debarment during their employment with T & P. T & P, however, will remove such employees from responsibility for or involvement with T & P's business affairs until the resolution of such suspension or proposed debarment. In addition, if any employee of T & P is charged with a criminal offense relating to business honesty and integrity, T & P will remove that employee immediately from responsibility for or involvement with T & P's business affairs. If the employee is convicted or debarred, T & P policy requires that the employee will be terminated from employment with T & P. T & P shall notify the Air Force of each such personnel action taken, and the reasons therefore, within 15 days of the action.

18. **BUSINESS RELATIONSHIPS WITH SUSPENDED OR DEBARRED ENTITIES.** T & P will develop and maintain a written internal operating policy that T & P shall not knowingly form a contract with, purchase from, or enter into any business relationship with any individual or business entity that is listed by a Federal Agency as debarred, suspended, or proposed for debarment. To effectuate this policy, T & P shall make reasonable inquiry into the status of any potential business partner, to include, at a minimum, review of the GSA's List of Parties Excluded from Federal Procurement or Nonprocurement Programs including the version of this list maintained by GSA on the internet. Notwithstanding any other provision of this Article, T & P may enter into a business relationship with a suspended or debarred contractor, if the Managing Directors first determine in writing that a compelling reason justifies the action and furnished to the Air Force Deputy General Counsel for Contractor Responsibility a copy of the determination not less than 10 days prior to T & P entering into such a business relationship. T & P shall not enter into a business relationship with a suspended or debarred entity if the Air Force objects. In addition to the provisions of this Article, T & P shall comply with the requirements of FAR 9.405-2(b) and provide to the Air Force Deputy General Counsel for Contractor Responsibility a copy of the documents submitted to the contracting officer pursuant thereto.

The parties acknowledge that T & P entered into subcontractor agreements with Hallen- und Stahlbau Hüther GmbH, doing business from Gutenbergstr. 30, 66987 Thaleischweiler-Fröschen, and FR-Bau, doing business from Busenberger Str. 26-30, 66996 Schindhard. Both companies were debarred by the Air Force subsequent to T & P entering the

subcontract agreements. The work called for under these subcontracts may be completed without prejudice to T & P.

19. **PROPOSED CHANGES.** T & P shall notify the Air Force of any proposed changes in the directives, instructions, or procedures implemented in furtherance of T & P's business ethics program and compliance with this Agreement. The Air Force, or its authorized representative, retains the right to verify, approve, or disapprove of any such changes. No such changes shall be implemented without the prior approval of the Air Force.

20. **ACCESS TO RECORDS AND INFORMATION.** In addition to any other right the Air Force may have by statute, regulation, or contract, the Air Force or its duly authorized representative may examine T & P's books, records, and other company documents and supporting materials for the purpose of verifying and evaluating: (a) T & P's compliance with the terms of this Agreement; (b) T & P's business conduct in its dealings with all of its customers, including the Government; (c) T & P's compliance with federal laws, regulations, and procurement policies and with accepted business practices; and (d) T & P's compliance with the requirements of Government contracts or subcontracts. The materials described above shall be made available by T & P at all reasonable times for inspection, audit, or reproduction.

Further, for purposes of this provision, the Air Force or its authorized representative may interview any T & P employee at the employee's place of business during normal business hours or at such other place and time as may be mutually agreed between the employee and the Air Force. Employees will be interviewed without a representative of T & P being present. The employee may be represented personally by his own counsel if requested by the employee.

21. **COSTS OF REVIEW.** T & P has paid to the Air Force \$ 15,000 to cover the Air Force's costs of independently reviewing this matter and administering this Agreement.

22. **UNALLOWABLE COSTS.**

a. T & P agrees that all costs, as defined in FAR 31.205-47, incurred by, for, or on behalf of T & P or any T & P current or former officer, director, agent, employee, consultant, or affiliate shall be considered to be expressly unallowable costs, in accordance with the requirements of FAR 31.201-6, for Government contract accounting

purposes. Unallowable costs include, but are not limited to, costs arising from, related to, or in connection with (a) the matters at issue here, (b) the Government's criminal and civil investigations regarding the matters at issue here, and (c) the Air Force's independent review of T & P's present responsibility, including the costs of the company's submissions, presentations, and appearances before the office of the Air Force Deputy General Counsel for Contractor Responsibility. T & P's costs of performing and administering the terms of this Agreement and any fines or penalties levied or to be levied in or arising out of the matter at issue here are agreed to be expressly unallowable costs. Also unallowable are T & P's costs of bringing T & P's self governance, compliance, and/or ethics programs to a level acceptable to the Air Force. T & P agrees to account separately for such costs. T & P's present and future costs of maintaining, operating, and improving T & P's corporate self governance/compliance/ethics programs are allowable costs for purposes of this Agreement.

b. T & P recognizes that in order to comply with the terms of this Article, certain costs may need to be reclassified. As and when required, T & P shall proceed immediately to identify and reclassify such costs and, within 90 days of the effective date of this Agreement, T & P shall adjust any bid rate, billing rate, or unsettled final indirect cost rate pools to eliminate any costs made unallowable by this Agreement, and shall advise the Air Force, the cognizant administrative contracting officer, and the cognizant Government auditor of the amount and nature of the reclassified costs within 120 days of the date of this Agreement. The Air Force or a designated representative shall have the right to audit T & P's books and records to verify compliance with this Article. Such audit rights shall be in addition to any audit rights the Government may have under the terms of any contract with T & P.

23. **ADVERSE ACTIONS.** T & P avers that adverse actions taken, or to be taken, by T & P against any employee or other individual associated with T & P arising out of or related to the wrongdoing at issue here were solely the result of T & P's initiatives and decisions and were not the result of any action by, or on behalf of, agents or employees of the United States.

24. **NO SUSPENSION OR DEBARMENT.** Provided that the terms and conditions of this Agreement are faithfully fulfilled, the Air Force will not suspend or debar T & P based on the facts and circumstances set forth in the Preamble herein. The Air Force's decision not to suspend or debar T & P upon the facts at issue here shall not restrict the Air Force or any other agency of the Government from instituting administrative actions, including, without limitation, suspension or debarment should other information indicating the propriety of such action come to the attention of the Air Force or such other agency, or additional information concerning the facts at issue here is discovered by the Government, which facts were not

disclosed by T & P or by exercise of reasonable diligence could not have been discovered by the Government as of the date of this Agreement.

25. **PRESENT RESPONSIBILITY.** T & P's compliance with the terms and conditions of this Agreement shall constitute an element of T & P's present responsibility for Government contracting. T & P's failure to meet any of its obligations pursuant to the terms and conditions of this Agreement will constitute a separate cause for suspension and/or debarment of the Respondent. By entering into this Agreement, the Air Force is not determining that T & P is presently responsible for any specific Government contract.

26. **NOTIFY EMPLOYEES.** T & P will notify all T & P employees of the fact and substance of this Agreement, the nature of the wrongdoing leading to this Agreement, and the importance of each employee's abiding by the terms of this Agreement and all requirements of law, regulations, and T & P policies and procedures.

27. **SALE OF T & P BUSINESS.** In the event that T & P sells or in any way transfers ownership of any part of its business, T & P shall notify the Air Force in advance and shall require by the terms of the transfer that the new owner, in addition to T & P, shall be bound by the terms and conditions of this Agreement, including, but not limited to, all reporting requirements.

28. **T & P PURCHASE OF BUSINESSES.** In the event that T & P purchases or establishes new business units after the effective date of this Agreement, T & P shall incorporate all provisions of this Agreement into the new business(s), including any training or education requirements, within 60 days following such purchase or establishment.

29. **WAIVER.** T & P hereby waives all claims, demands, or request for monies of any kind or of whatever nature that T & P may have or may develop in the future arising from, related to, or in connection with, any investigation, or as a result of administrative or judicial proceedings, or request for any other relief in law or in equity, or in any other forum be it judicial or administrative in nature arising out of or relating to the facts that gave rise to the suspension and/or proposed debarment.

30. **RELEASE.** T & P hereby releases the United States, its instrumentalities, agents, and employees in their official and personal capacities, of any and all liability or claims arising out of or related to the investigation, proposed debarment, or debarment of T & P or the discussions leading to this Agreement.

31. **ARTICLE HEADINGS.** The Article headings in this Agreement are inserted for convenient reference only and shall not affect the meaning or interpretation of this Agreement.

32. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together, shall constitute one and the same agreement.

33. **AIR FORCE RELIANCE.** T & P represents that all written materials and other information supplied to the Air Force by its authorized representative during the course of discussions with the Air Force preceding this Agreement are true and accurate, to the best information and belief of the T & P signatories to this Agreement. T & P also represents that it has provided to the Air Force all information in its possession relating to the facts at issue. T & P understands that this Agreement is executed on behalf of the Air Force in reliance upon the truth, accuracy, and completeness of all such representations.

34. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

35. **RESTRICTIONS ON USE.** T & P shall not use any term of this Agreement or the fact of the existence of this Agreement for any purpose related to the defense or litigation of, or in mitigation of any criminal, civil, or administrative investigation or proceeding.

36. **BANKRUPTCY.** Bankruptcy proceedings shall not affect the enforcement of this Agreement in the interests of the Government.

37. **AUTHORIZED REPRESENTATIVE.** Manfred Hoffmann and Gerd Adrian, Managing Directors of T & P, are fully authorized to execute this Agreement and represents that they have authority to bind T & P.

38. **SEVERABILITY.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect,

such invalidity, illegality or unenforceability shall not affect other provisions of this Agreement.

39. **NOTICES.** Any notices, reports, or information required hereunder shall be in writing and delivered or mailed by registered or certified mail, postage prepaid as follows:

If to T & P, to:
Messrs. Hoffmann & Adrian
Theisinger und Probst
Steiniger Bühl 4
66955 Pirmasens

If to the Air Force, to:
Deputy General Counsel for
Contractor Responsibility (SAF/GCR)
Department of the Air Force
4040 N. Fairfax Drive
Suite 204
Arlington, VA 22203-1613

or such other addresses as either party shall have designated by notice in writing to the other party.

40. **PUBLIC DOCUMENT.** This Agreement, including all attachments and reports submitted pursuant to this Agreement, is a public document and may be distributed by the Air Force throughout the Government as appropriate and to other interested persons upon requests.

41. **MODIFICATION.** This Agreement may be amended or modified only by a written document signed by both parties.

DEPARTMENT OF THE AIR FORCE

BY: [REDACTED]

DATE: 6/24/10

THEISINGER und PROBST BAUUNTERNEHMUNG G.m.b.H

BY: [REDACTED]

DATE: 18. Juni 2010

Gerd Adrian

Managing Director

BY: [REDACTED]

DATE: 18. Juni 2010

Manfred Hoffmann

Managing Director

Exhibits

1. Compliance Guideline (Code of Business Ethics)
2. Quality Control Handbook
3. Notice re: Reporting of Violations
4. Ethics Certificate
5. Letter to Suppliers & Subcontractors